

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
BUILDING CUSTODIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 16th day of
December, 2003,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of the
County of Los Angeles (hereinafter referred to as
"County")

AND

LOS ANGELES COUNTY EMPLOYEES
ASSOCIATION, LOCAL 660, SEIU (hereinafter
referred to as "Union")

TABLE OF CONTENTS

ARTICLE		Page
ARTICLE 1	PURPOSE	1
ARTICLE 2	RECOGNITION	2
ARTICLE 3	IMPLEMENTATION	3
ARTICLE 4	AUTHORIZED AGENTS	4
ARTICLE 5	OBLIGATION TO SUPPORT	5
ARTICLE 6	NON-DISCRIMINATION	6
ARTICLE 7	TERM	7
ARTICLE 8	RENEGOTIATION	8
ARTICLE 9	WORK RELEASE FOR NEGOTIA TIONS	9
ARTICLE 10	COORDINATED BARGAINING	10
ARTICLE 11	GRIEVANCE PROCEDURE	11
ARTICLE 12	GRIEVANCE MEDIATION.....	22
ARTICLE 13	GRIEVANCES - GENERAL IN CHARACTER.....	24
ARTICLE 14	EXPEDITED ARBITRATION.....	27
ARTICLE 15	PAYROLL DEDUCTIONS AND DUES/AGENCY SHOP	31
ARTICLE 16	NEW EMPLOYEE ORIENTATION.....	36
ARTICLE 17	MANAGEMENT RIGHTS	37
ARTICLE 18	FULL UNDERSTANDING, MODIFICATIONS, WAIVER	38
ARTICLE 19	PROVISIONS OF LAW	41
ARTICLE 20	CONTRACTING OUT AND TRANSFER OF FUNCTIONS	42
ARTICLE 21	STRIKES AND LOCKOUTS	43
ARTICLE 22	ALTERNATIVES TO LAYOFFS.....	44
ARTICLE 23	EMPLOYEE BENEFITS	47
ARTICLE 24	ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES.....	48
ARTICLE 25	OUT-OF-CLASS ASSIGNMENTS	49
ARTICLE 26	POSITION CLASSIFICATION STUDY.....	52
ARTICLE 27	PERSONNEL FILES.....	54
ARTICLE 28	LEAVES OF ABSENCE	56
ARTICLE 29	ENHANCED VOLUNTARY TIME-OFF PROGRAM.....	60
ARTICLE 30	EMPLOYEE LISTS	65
ARTICLE 31	EMPLOYEE PAYCHECK ERRORS	66
ARTICLE 32	EMPLOYEE PARKING	69
ARTICLE 33	WORKPLACE RETRAINING	71
ARTICLE 34	LOCAL 660 COUNTY-WIDE JOINT LABOR- MANAGEMENT COMMITTEE	73
ARTICLE 35	WORK ACCESS.....	74
ARTICLE 36	BULLETIN BOARDS	75
ARTICLE 37	SAFETY AND HEALTH.....	77
ARTICLE 38	DEPARTMENT OF HEALTH SERVICES RESTRUCTURING.....	80
ARTICLE 39	RE-ENGINEERING AND WELFARE REFORM	87
ARTICLE 40	STEWARDS.....	88
ARTICLE 41	DISCIPLINARY MATERIALS	91

TABLE OF CONTENTS

ARTICLE		Page
ARTICLE 42	ACCUMULATION OF LATE MINUTES.....	92
ARTICLE 43	WORK SCHEDULES.....	93
ARTICLE 44	VACATION SCHEDULING	95
ARTICLE 45	TRANSFER & ASSIGNMENT - INTERNAL SERVICES DEPARTMENT AND HEALTH SERVICES DEPARTMENT....	96
ARTICLE 46	TRANSFERS (NOT APPLICABLE TO INTERNAL SERVICES AND HEALTH SERVICES DEPARTMENT EMPLOYEES).....	100
ARTICLE 47	UNIFORMS	101
ARTICLE 48	LAUNDRY ACTIVITIES COMMITTEE - UNIFORMS.....	103
ARTICLE 49	WORK LOADS	104
ARTICLE 50	TRAINING.....	105
ARTICLE 51	HOSPITAL VISITING HOURS	107
ARTICLE 52	WEARING OF UNION BUTTONS	108
ARTICLE 53	AFFIRMATIVE ACTION.....	109
ARTICLE 54	OVERTIME	110
ARTICLE 55	SPECIAL PAY PRACTICES.....	115
ARTICLE 56	SALARIES	117
	APPENDIX	122
	SIGNATURE PAGE	I

ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1. Majority Recognition

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, LACEA, Local 660, SEIU, and Local 434, SEIU, as a Joint Council, was certified on October 17, 1969 by County's Employee Relations Commission (Employee Relations Commission File No. R-8-69) as the majority representative of County employees in the Building Custodians Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. March 26, 1993 Local 434 was designated as the sole representative. Effective January 15, 2000, the Employee Relations Commission recognized LACEA, Local 660, SEIU, AFL-CIO as the majority representative of County employees in this Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as listed in Article 56, Salaries, as well as such classes as may be added hereafter by the Employees Relations Commission.

Section 2. Exclusive Recognition

Management shall recognize LACEA, Local 660 as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and LACEA, LOCAL 660, SEIU has shown it has met the requirements of any such new rules.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Administrative Officer, or his/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California, 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The LACEA, Local 660, SEIU principal authorized agent shall be the General Manager, or his/her duly authorized representative (Address: , 500 South Virgil Avenue , Los Angeles, California 90020; Telephone: (213) 368-8660)

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither LACEA, Local 660, SEIU, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of LACEA, Local 660, SEIU and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall this Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2003. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2006.

ARTICLE 8 RENEGOTIATIONSection 1. Calendar for Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding during the period of May 15 to May 31, 2006. Negotiations shall begin no later than June 15, 2006. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2006, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiation and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Administrative Office/Employee Relations Division will meet and consult with SEIU Local 660 thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Administrative Office/Employee Relations Division will coordinate temporary work schedule/shift changes with Departments subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

SEIU Local 660 shall provide a final list containing the names and departments for bargaining committee members (regular members and alternates) to the Chief Administrative Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 10 COORDINATED BARGAINING

The parties agree that coordinated bargaining shall take place between the County and SEIU's Local 660 Bargaining Policy Committee. Such bargaining shall include general salary movement, employee benefits, term and common language provisions. Common language provisions shall be included in the individual unit MOUs.

Individual unit tables will continue to bargain economic matters including special pay practices, bonuses, recruitment and retention adjustments, step increases, differentials, and other compensation unique to their MOU's. Individual unit tables will also continue to bargain operational issues such as transfers, caseloads, training and other matters which are unique to their MOU's

The Parties agree that the Fringe Benefits MOU will continue to be bargained between the County and SEIU's Local 660 Bargaining Policy Committee.

ARTICLE 11 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. LACEA, Local 660, SEIU, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
3. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7, Level 1 of this grievance procedure.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a Union representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.
2. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
3. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with Departmental operations.
4. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the

essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. Management shall notify LACEA, Local 660, SEIU of any grievance involving the terms and conditions of this Memorandum of Understanding.
4. The LACEA, Local 660, SEIU representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
5. If the LACEA, Local 660, SEIU representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

6. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Level 1. Supervisor

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and the reasons therefore.

Level 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of Management as previously indicated by the employee's Department Head. The Department Head has the authority to waive the middle Management level if such a level is not appropriate because of the size of his/her department.

The middle Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the Union Representative.

Level 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous level, the employee may appeal to the Department Head using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the

grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision and the reasons therefore to the employee and the Union representative. However, the Department Head or designate is not limited to denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 8. Arbitration

- 1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, LACEA, Local 660, SEIU may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of

Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Administrative Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting

of December 19, 1986. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event LACEA, Local 660, SEIU desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Administrative Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of

Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Workplace Retraining

New Employee Orientation

ARTICLE 12 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 11, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 11, Section 8, can be submitted to grievance mediation. Both 660 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 660 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 660, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 13 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACEA, Local 660, SEIU and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where LACEA, Local 660, SEIU has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACEA, Local 660, SEIU may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Administrative Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACEA, Local 660, SEIU, shall have the right to meet with the principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Administrative Officer or his/her authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACEA, Local 660, SEIU in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 11 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 11 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 11 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 11 hereof.

ARTICLE 14 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 11, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Administrative Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- 4. It is agreed that representatives of the Chief Administrative Office, Employee Relations Division, and Local 660, SEIU, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
 - 5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
 - A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Purpose
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term
 - Renegotiation
 - Safety and Health
 - Payroll Deductions and Dues
 - Authorized Agents
 - Provisions of Law
 - Workplace Retraining
 - New Employee Orientation

ARTICLE 15 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S.Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents.

The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 16 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, SEIU Local 660 representatives shall participate in new employee orientation on County time for the sole purpose of providing employees information regarding SEIU Local 660 Union membership.

This Article shall be subject to advisory arbitration.

ARTICLE 17 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any county department during the term of this agreement; however, Management shall at the earliest time possible meet and confer with the Union on the impact of any decision to reorganize when such issues are not covered by Civil Service rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 18 FULL UNDERSTANDING, MODIFICATIONS, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Stenographer or Truck Driver.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond

the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 19 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 20 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer.

Prior to the release of a Request for Proposal (RFP) the Department shall provide a copy of the RFP to SEIU Local 660 and in coordination with the Chief Administrative Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 21 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 22 ALTERNATIVES TO LAYOFFSSection 1 Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et.seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or

CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Administrative Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Civil Service Rules

Nothing in Section 1 and 2 of this Article shall limit the Director of Human Resources or the appointing authority's discretion to implement layoffs pursuant to Civil Service Rules.

Section 4 Proposition A Contracts

Where permanent employees in this Unit have received a notice of layoff, or are on a County re-employment list, the Department of Human Resources and department management will make every reasonable effort to place or, if laid off, rehire such employees prior to using any new Proposition A contract employee provided such County employees are qualified to perform the available work.

Nothing in Section 4 has any impact on Proposition A contracts in effect on October 1, 1993. New Proposition A Contracts do not include Proposition A contract renewals, extensions, or rebids of existing Proposition A contracts.

Section 5 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 23 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 660, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 24 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 25 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 25 OUT-OF-CLASS ASSIGNMENTSSection 1. Definition

- A. For the purpose of this Article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee-s class and the out-of-class assignment is less than the above bonus, the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than twenty (20) consecutive working days, Management shall upon the employee's or Union's written request for relief either:

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

appoint the employee according to Civil Service Rules. If the person is appointed within thirty (30) calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within thirty (30) calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training.

Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 26 POSITION CLASSIFICATION STUDYSection 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Director of Personnel or by the Personnel Office of the Department, of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by an employee who believes his/her position is misclassified must be submitted in writing to the employee's department. If the employee's department cannot support the employee's request, it will be returned to the employee within thirty (30) days with an explanation. If the employee still believes the request is justified, the employee has the right to resubmit the request to the employee's department, which shall in turn schedule and conduct a classification study as defined by the Director of Personnel.

Section 4. Acknowledgment and Follow-Up Reports

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged. Further, the department will inform the employee, and the Union may request a status report on the estimated completion date of the study. The departmental Management will keep the employee informed of study progress and forward written objections from the employee to either the Director of Personnel or the departmental Personnel Office, whichever is appropriate. It is further agreed that, if, within ninety (90) days, no action has been taken on an employee-initiated study, the departmental Personnel Officer or the Director of Personnel shall provide progress reports to the employee and to the Union upon the request of either.

The County agrees to provide Local 660 notice and consult pursuant to County Code Section 5.04.090 (A) regarding new classifications, the primary duties of which are derived from Local 660 represented classifications. Further, subject to approval of said new classifications by the Board of Supervisors, and upon accretion of said classes to the appropriate bargaining unit, upon the request of Local 660, the parties agree to negotiate and recommend proposed salaries to the Board of Supervisors for approval. Nothing in this paragraph shall limit Management's authority to classify or reclassify County positions pursuant to Civil Service Rule 5, Classification.

ARTICLE 27 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

An employee on reviewing his/her personnel file, may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 28 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary

care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Employee Organization Leave

LACEA, Local 660, SEIU requests for employee organizational leave shall be made in writing to the affected Department at least ten (10) business days in advance of the leave. LACEA, Local 660, SEIU may have not more than ten (10) employees in the Unit on leave of absence to accept employment with LACEA, Local 660, SEIU. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct LACEA, Local 660, SEIU business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

Section 5. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA.

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 6. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 29 ENHANCED VOLUNTARY TIME-OFF PROGRAMProgram Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County Expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

The EVTO program includes the following elements and requirements:

- Implementation of the provisions of the Enhanced Voluntary Time – Off Program within each Department shall be subject to prior authorization by the Chief Administrative Officer.
- The Chief Administrative Officer may establish procedures and issue administrative instructions regarding the operation of the Enhanced Voluntary Time-Off Program.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.

- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.
- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his or her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to sixty (60) calendar days of EVTO each fiscal year during this program (see below for EVTO after sixty (60) days) with the following benefit guarantees:
 - EVTO may be taken as sixty (60) or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

- EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.
- An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.
- EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
- An employee may take a total of one (1) year of EVTO with the following parameters:
 - A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.
 - After the first sixty (60) days of EVTO, the sixty (60) day EVTO benefit guarantees will not apply.
 - Retirement service credit will not accrue during this period.

- FLSA Non-exempt employees may request EVTO in increments as little as one hour.
- FLSA Exempt employees must request EVTO in full work day increments.
- EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.
- EVTO is not available to employees on any other paid or unpaid leave.
- Department Heads may continue to approve other unpaid leave of absences.
- If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.
- EVTO will be actively encouraged by Management and Local 660 in order to achieve savings.

Special Unpaid Voluntary Time-Off(60-Day Program)Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A -D will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

ARTICLE 30 EMPLOYEE LISTS

Within sixty (60) days from the effective date of this Memorandum of Understanding, Local 660 may request a computer tape listing of the names, employee numbers, item numbers, item title, item sub., department numbers and pay location of all employees in the Unit. Every reasonable effort shall be made to provide the computer tape listing in the format specified by Local 660. Such computer tape listing may be requested up to four (4) times a year, it being agreed that Local 660 shall pay to the County \$100.00 for each computer tape listing. Should Local 660 request a computer tape listing for this Unit and simultaneously request a computer tape listing for other Units represented by Local 660 the combined cost for such computer tape listing shall be \$1000.00. If there is an increase in the cost of producing the computer tape listing during the term of this Memorandum of Understanding, the parties agree to meet to discuss the increase before it is implemented.

Management will make available to each new employee entering the Unit a card furnished by LACEA, Local 660, SEIU written as follows:

LACEA, Local 660, SEIU has been certified as your majority representative.

LACEA, Local 660, SEIU is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join LACEA, Local 660, SEIU, call (213) 368-8660 or see your Union Representative where you work.

SEIU Local 660
500 S. Virgil Avenue
Los Angeles, CA 90020

ARTICLE 31 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment.

County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the Union on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issues by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 32 EMPLOYEE PARKINGSection 1. Employee Participation in Regulation XV Plans

The Union recognizes the County's obligation to fulfill employer requirements for traffic reduction under the South Coast Air Quality Management District Regulation XV. It is the Union's intent to assist the County in fulfilling its obligation.

Upon commencement of this MOU, the Union agrees to designate employee representatives at each affected worksite to participate in a Worksite Labor-Management Transportation Committee. The committee shall develop recommendations for new traffic reduction plans or for the enhancement of existing plans at the worksite. Plans are to include development, implementation, and monitoring of progress. Affected worksite is defined as a work location covered by a Parking Plan presented by Management.

Section 2. Union Right to Negotiate Traffic Reduction Plans

Recommendations from worksite Labor-Management Transportation Committees shall be implemented no earlier than October 1, 1994. If, at the end of the one year test period, it is determined that the labor-management parking plan(s) is not effective in meeting the SCAQMD standard for worksite AVR goal, then the County may implement Management proposed plans. If Local 660 wishes to negotiate any such plan it shall notify the County in writing ten (10) business days from receipt of such recommendation. The parties agree to expeditiously undertake such negotiations prior to implementation.

Section 3. Safe and Adequate Parking

County Management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

County Management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 33 WORKPLACE RETRAININGSection 1.

County agrees to seek State and Federal funds available to the County for retraining and/or placement services for permanent employees terminated from service as a result of organizational restructuring ordered by the Board of Supervisors. County agrees to consult with Local 660 regarding Management efforts to obtain State and Federal funds for displaced workers.

Section 2.

The County agrees to work with Local 660 to seek State and/or Federal fund available to address identified employee retraining needs for employees represented by Local 660 adversely impacted as a result of re-engineering ordered by the Board of Supervisors.

Section 3.

Further, the County agrees to establish a training fund in the amount of \$1.5 million in each year of this contract in the Department of Human Resources' Training Budget that will be dedicated to training and/or retraining employees represented by Local 660. Any balance from fiscal year 2003 – 2004 will be forwarded to fiscal year 2004-2005. Any balance from fiscal year 2004-2005 will be forwarded to fiscal year 2005-2006. In no event shall the total dollar amount, including any balance from any fiscal year (2003-2004, 2004-2005 and 2005-2006) exceed \$1.5 million.

Section 4.

The parties further agree to create a Joint Labor-Management Committee to jointly administer the above funds. The Committee shall be limited to a total of sixteen (16) members Countywide. Eight (8) members shall be selected by Management and eight (8) members shall be selected by Local 660.

Section 5.

The primary purpose of the Training Fund in Section 3 is to provide retraining for employees adversely affected as a result of organizational restructuring and/or re-engineering ordered by the Board of Supervisors. In addition, the parties agree that the Joint Labor-Management Committee may utilize all, or any portion of, the training funds to enhance training and career development for employees in bargaining units represented by Local 660 during the term of this agreement.

This Article shall be subject to advisory arbitration.

ARTICLE 34LOCAL 660 COUNTY-WIDE JOINT LABOR-MANAGEMENT
COMMITTEE

The parties agree to establish a Local 660 County-wide Joint Labor-Management Committee to consult in accordance with the Employee Relations Ordinance [5.040.090 (A)] on productivity enhancement, training, bilingual staffing, clerical classification structure, contracting out, child care, and other issues of mutual concern.

The Committee shall be limited to a total of ten (10) members Countywide, unless the parties mutually agree otherwise. Five (5) members shall be appointed by Management and a total of five (5) members representing all Local 660 Units shall be appointed by the General Manager, LACEA, Local 660, SEIU.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations Ordinance and the Public Records Act.

ARTICLE 35 WORK ACCESS

Authorized LACEA, Local 660, SEIU representatives shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. LACEA, Local 660, SEIU representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the department head's or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACEA, Local 660, SEIU agrees that its representatives will not purposely interfere with operations of departments or any facility thereof.

LACEA, Local 660, SEIU shall give to each department head and the Chief Administrative Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by LACEA, Local 660, SEIU. Access to work locations will only be granted to representatives on the current list.

ARTICLE 36 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to LACEA, Local 660, SEIU, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. LACEA, Local 660, SEIU, recreational, Social and related LACEA, Local 660, SEIU, news bulletins;
- B. Scheduled LACEA, Local 660, SEIU, meetings;
- C. Information concerning LACEA, Local 660, SEIU, elections or the results thereof;
- D. Reports of official business of LACEA, Local 660, SEIU, including LACEA, Local 660, SEIU, Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding

Saturday, Sunday and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section 2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 37 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. Local 660 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter, in writing, either personally or through his/her Steward to the Departmental Safety Representative.

On any matter of safety or health that is not resolved by the Departmental Safety Representative within a reasonable period of time, the Steward may confer with the Departmental Safety Representative who will respond in writing within five (5) working days.

On any matter of safety that is not resolved, Local 660 may request a meeting between Management and Union representatives.

If the Steward is not satisfied with the response of the Departmental Safety Representative, a Local 660 business agent may consult with the Chief Administrative Office, Risk Management, or his designated representative. The representative of this Branch shall investigate his findings in the case and his recommendation, if any.

It is understood and agreed that Local 660 reserves its rights under Article 11, Grievances - General in Character, in cases where Local 660 does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and Local 660 mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the William-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Act of 1973.

Section 4.

Management and Local 660 mutually agree to establish a joint Health and Safety Committee to review health and safety problems, including but not limited to infections disease control, their causes and prevention. The Committee shall consist of two (2) representatives appointed by Local 660 and four (4) representatives appointed by Management. The committee shall meet bi-monthly.

Section 5.

The departmental safety officer or appropriate representative will make every effort to maintain complete first aid kits in all non-clinical areas.

Section 6.

Nothing herein precludes Management from combining Health and Safety Committees.

Section 7.

Management agrees that protective clothing and devices currently available to employees shall remain available as long as Management requires such clothing and devices to be used.

ARTICLE 38 DEPARTMENT OF HEALTH SERVICES RESTRUCTURINGSection 1. Labor-Management Restructuring Council

During the term of this Memorandum of Understanding, the parties agree to continue the Labor-Management Restructuring Council. The number of members on the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and making recommendations to Department of Health Services Management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to Department of Health Services restructuring when such matters are not covered by the Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within the Department of Health Services.

Section 2. Staffing

- A. The Department of Health Services and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers in the Department of Health Services and Position Status Reports for Health Services Units.

- B. Both Labor and Department of Health Services Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting 1115 Waiver mandates, providing quality patient care and assuring compliance with regulatory requirements.

Both Labor and Department of Health Services Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department and provide recommendations for action. This joint process will be initiated by January 31, 2001.

- C.. This Section is intended to provide a general structure and process within which the Union and Department of Health Services Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement. It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services restructuring plans or similar plans/programs ordered by the Board of Supervisors.
- E. Within 120 days of Board of Supervisors approval of this MOU, DHS agrees to initiate the process for requesting the creation of a new classification entitled Interpreter, Medical Terminology. DHS agrees to meet with the union for the duration of the process pursuant to Section 5.04.090(A) of the County Code.

Section 3. Training

- A. The parties agree to establish a Labor-Management Committee composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer the funds allocated for the training program negotiated as part of the 1115 Waiver. This Committee will begin meeting by January 31, 2001
- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in training funded by the 1115 Waiver training money for new positions created as a result of restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. SEIU Local 660 and DHS will jointly monitor releases to ensure reasonable access to training.

Section 4. Reassignment/Involuntary Transfer within DHS

- A. If the Department of Health Services determines that reassignments are necessary as a result of restructuring and/or workforce reductions, management shall first use pre-existing geographical preferences as expressed on the Employee Verification Notices. Employees will be assigned to vacancies within their classification based on geographic preference by County seniority. Employees may also be reassigned to vacancies within the same series (for example, Staff Nurse to Clinic Nurse) that require the same qualifications and minimum requirements. This provision shall not be construed to entitle any employee to a promotion.
- B. If the number of employees within a classification expressing a preference for a geographic region exceeds the number of vacancies within the region, then reassignments will be made by County seniority.

- C. If there are vacancies to be filled that do not match employee preferences, then employees within that classification will be reassigned using inverse County seniority, unless other transfer/reassignment procedures have already been agreed to in the MOU.
- D. Whenever DHS has advance knowledge of specific facilities, or job classes that may be subject to reassignment, DHS Human Resources shall offer potentially impacted employees the opportunity to submit or amend their Employee Verification Notices.
- E. The Department agrees, after all of the above has been completed, to give at least ten (10) business days' notice to any employee scheduled for reassignment.

Section 5. Patient Transport Teams (also known as Lift Teams or Escort Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Lift Teams in DHS facilities and will work together to overcome any economic barriers to implementation.

Upon written request of Local 660, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Lift Teams within DHS. The Work Group shall consist of a core of two Labor representatives, two Management representatives, and one representative from the Workforce Development Program. An additional two members each from Labor and Management will be added from each hospital where Lift Teams are being formed.

Section 6. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services is committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and JCAHO.

A. Bioterrorism

1. The Department of Health Services has established a Decontamination Response Plan. The Department shall notify the union within 60 days of any proposed changes to the plan.
2. The Department of Health Services shall provide training on an ongoing basis to all employees involved in direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination or disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CAO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090(A).

2. The County shall make hand-held personal alarm devices available to employees working in psychiatric emergency departments in County facilities. The budget for the personal alarms shall not exceed five thousand dollars (\$5,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU.
3. In the event of an attack on an employee by a patient, Management shall assist with making arrangements for medical attention and counseling services.
4. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify Local 660 as soon as practicable. Upon request by the union, the Department shall meet with Local 660 within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

ARTICLE 39 RE-ENGINEERING AND WELFARE REFORM

The County agrees to consult pursuant to Employee Relations Ordinance [subsection 5.04.090(A)] on re-engineering and welfare reform. Management agrees to meet and confer with Local 660 on the impact of implementing work rule changes specifically related to re-engineering and welfare reform when such matters are not covered by Memoranda of Understanding or Civil Service Rules.

During the term of this agreement when such work rule changes are implemented, the significant numbers provision (subsection 2) of the Full Understanding, Modifications, Waiver Article shall not apply to matters subject to re-engineering/welfare reform impact negotiations within Department of Health Services or Department of Public Social Services.

The County shall apply provisions of State law regarding CALWORKS, designed to prevent displacement of employees or erosion of the bargaining units by welfare recipients, to the County's training, workfare, and community service programs.

The County will also comply promptly with all reporting and complaint investigation requirements to ensure compliance with State law regarding the work assignments of volunteers, general relief workfare participants, GAIN participants, CALWORKS workfare participants, or community service participants.

ARTICLE 40 STEWARDSSection 1. Legal Rights of Shop Steward

Management recognizes that Local 660 Shop Stewards are the official on-site representatives of the Union and further acknowledges that no Steward shall be discriminated against because of the exercise of their rights and duties under the MOU.

Section 2. Rules and Procedures

It is agreed upon by the parties of the Memorandum of Understanding that the Union in conjunction with Management will select a reasonable number of stewards for this Unit. The Union shall give to each Department Head a written list of employees from his/her department who have been selected as stewards, and only those employees designated as authorized stewards will be recognized by the department. This list shall be kept current by the Union.

Only an employee who has passed his/her initial probation period and who has been designated permanent shall be eligible for appointment as a steward.

A steward shall be appointed to represent employees in his/her normal work area.

Section 3. Rights and Responsibilities

Stewards may spend a reasonable amount of time necessary to promptly and expeditiously investigate and process formal grievance without loss of pay or benefits of any kind. Stewards, when leaving their work station to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of

the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the steward will be immediately informed when time will be made available.

Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the steward's request unless otherwise mutually agreed to. Upon completion of the investigation or processing of the grievance, the steward will report back to his/her immediate supervisor whose responsibility it shall be to note the time of leaving and returning to his/her work station.

Upon entering a work location, the steward shall inform the cognizant supervisor of the nature of the steward's business.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the steward will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the steward's request, unless otherwise mutually agreed to.

Management will make every reasonable effort not to transfer a steward from one facility to another if there is any other employee in the same classification who meet the specific qualifications of the vacancy.

The SEIU, Local 660 President, Vice-President, and Chair of the BPC will be allowed reasonable time off without loss of pay to perform the responsibilities of his/her position.

ARTICLE 41 DISCIPLINARY MATERIALS

If an employee is disciplined, the employee will be provided with all documents upon which the discipline is based. Copies will be furnished to the Union upon request.

ARTICLE 42 ACCUMULATION OF LATE MINUTES

Management agrees that there will be no accumulation of incidents of tardiness of under fifteen (15) minutes for the purpose of reducing the pay of any employee in this unit.

ARTICLE 43 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by the County Code.

Section 1. WORK SHIFTS

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. These work schedules shall be made known to the employee and shall not be changed, except as provided in Section 4, without notice to the employee at least ten working days prior to the date the change is to be effective.

Employees may request alternative work schedules such as a nine (9) day – 80 hour two week schedule or a four (4) day – 40 hour week schedule. Management will respond to the employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor and Standards Act will not be placed on alternate work schedules that mandate the payment of overtime Under the Act.

Section 2. Workweek

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five - 8 hour work days, Monday through Friday.

Section 3.

Nothing herein shall be construed to affect in any manner whatsoever existing irregular workday or workweek assignments required for the performance of necessary functions. Irregular work schedules shall not be changed without written notice to the employee at least ten (10) working days prior to the date the change is to be effective.

Section 4. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. It being understood such authority will not be exercised in a capricious, arbitrary or unreasonable manner.

ARTICLE 44 VACATION SCHEDULING

Vacations shall be scheduled to provide adequate staffing. The employee with the greatest seniority will be given the opportunity to have first choice of his/her vacation schedule with the other employees being given their choice of vacation schedules in descending order of seniority. An employee may exercise his/her seniority only within the building* to which he/she is permanently assigned.

For the purpose of this article, seniority shall be defined as the total amount of continuous service within a classification within the department.

In case of a tie affecting two or more employees in the same or different classes, the opportunity to choose a vacation schedule will be given to the employees in the order of their departmental seniority.

Split vacations are permissible if they do not interfere with adequate staffing. Employees taking split vacations shall be allowed their choice in accordance with this provision for the first vacation period only. No employee may change his/her choice if it conflicts with the choice of another employee or if it interferes with adequate staffing.

Justification for the cancellation of a scheduled vacation by Management shall be based on inadequate staffing due to such reasons as illness, injury or an act of God.

In the Department of Health Services, each hospital or bureau shall be considered a separate building.

ARTICLE 45 TRANSFER & ASSIGNMENT - INTERNAL SERVICES
DEPARTMENT AND HEALTH SERVICES DEPARTMENT

A. Employee initiated transfer requests from one area to another area:

1. A request for a transfer of assignment must be in writing on the departmental "Request for Assignment" form and processed through the section or Area Head to the Division Head. Within 10 working days the Division Head shall either approve the request or deny it based on lack of qualifications, other evidence of substandard performance or lack of openings. Upon approval, the form shall be processed by the Internal Services Department as provided herein.
2. Probationers, non-permanent employees and employees whose work performance is documented as substandard shall not be considered for transfer from one area to another.
3. Requests for reassignment must be confined to requests from one departmental area to another. A request for reassignment from one area to a specific building within another area will not be considered.
4. In the event two or more employees request reassignment to an opening in an area other than their own, the reassignment shall be made on the basis of departmental seniority among those requests on file at the time of the opening. When there is more than one request for reassignment into a specific area and departmental seniority is identical, the date of the request for reassignment shall be the deciding factor.

5. Reassignments, when approved, shall be made as soon as possible, but only when an acceptable replacement for the employee requesting the reassignment is available.
 6. A file of all employee requests for reassignment from one area to another shall be maintained in the respective departmental division office. Such requests shall be held on file as active for a period of six months, after which time they will be expunged.
- B. Departmental initiated transfers of employees from one area to another area:
1. When the demands of the service require that transfers of employees be initiated from one area to another, Division Chief shall first process all transfers previously requested on the "Request for Assignment" form. Such a review shall consider requests for transfer for those affected employees in the affected areas only.
 2. If the demand for transfers continue after the implementation of Section B (1) above, the department shall seek volunteers from the affected area.

3. If the demand for transfer continues after the implementation of Section B (1) and (2) above, the department shall then initiate the transfer to fill the need, based on the inverse order of County seniority of permanent employees in the affected area.
 4. Employees selected involuntarily to transfer from one area to another shall be given ten days written notice of the transfer. Such notice may be waived by the employee.
- C. Departmental initiated transfers of employees from General Fund buildings to Cost Applied and Revenue Producing buildings, outside the area:
1. When the demands of the service require that transfers of employees be initiated from a General Fund building to a cost Applied and Revenue Producing building, the Division Chief shall first process all transfers previously requested on the "Request for Assignment" form. Such a review shall consider requests for transfers for those affected employees in the affected building. Other employees who have transfer requests on file for the affected area shall be considered for voluntary transfer to the affected building if they are presently assigned to a Cost Applied and Revenue Producing Building.
 2. If the demand for transfers continues after the implementation of Section C(1) above, the Department shall seek volunteers from the affected building.

3. If the demand for transfers continues after the implementation of Section C(1) and (2) above, the Department shall then initiate the transfers to fill the need based on the inverse order of County seniority of permanent employees in the affected building.
- D. Transfer from one work assignment or building to another within the same area:
The department shall have the right to transfer employees from one work location to another within his assigned area to meet the needs of the service.
- E. Transfer from one shift to another shift:
1. A transfer from one regular scheduled shift to another may be requested by employees. Such transfer requests shall be processed as provided in Part A above - Employee initiated transfer requests from one area to another.
 2. In the event the department initiates a transfer of employees from one regular scheduled shift to another, such transfers shall be processed as provided in Part B above - Departmental initiated transfers of employees from one area to another area.

ARTICLE 46 TRANSFERS (NOT APPLICABLE TO INTERNAL SERVICES AND
HEALTH SERVICES DEPARTMENT EMPLOYEES)

Any employee covered herein may submit a written request for transfer and have his/her name placed on a list to be kept by the manager of the work location to which the employee is requesting a transfer. The request will be retained for a period of six months. It is understood that the request is for an available, vacant position in the same classification within the employee's department. Management will consider these requests for transfer when filling vacancies. However, this Article in no way is intended to limit Management's authority to make appointment.

ARTICLE 47 UNIFORMS

Section 1.

The parties agree that a set of uniforms consisting of:

1 Coat

3 Trousers or Skirts

3 Shirts or Blouses (long sleeve)

3 Shirts or Blouses (short sleeve)

2 Ties

as prescribed by Management, will be provided to all newly appointed Elevator Operators in lieu of all other uniform allowances; and that replacement uniforms will be issued to Elevator Operators and Elevator Starters upon return of uniforms which are worn out or damaged in the line of duty.

Section 2.

In the event any employee terminates County employment within six months, the basic articles of uniform must be returned to the County upon termination.

Section 3.

Notwithstanding any of the above, rental uniforms remain the property of the rental service.

Section 4. Uniforms

1. Employees who are required to wear uniforms will be given a minimum of five uniforms. Departments have the option of providing additional uniforms.

Such uniforms will be provided in accordance with County Code Section 5.72.070

2. Management agrees to replace not more than the articles of uniform defined in paragraph 1 on an as-needed basis. Worn-out articles of uniform must be turned in to Department Management in order to obtain replacements.
3. In the event an employee terminates County employment within six months, the basic articles of uniforms must be returned to the County.
4. Nothing herein shall be construed to modify, in any manner whatsoever, the uniform standards in the Sheriff's Department, nor shall anything herein be construed as a waiver of Management's right to establish, change and/or modify uniform standards and dress codes.

ARTICLE 48 LAUNDRY ACTIVITIES COMMITTEE - UNIFORMS

Management will recognize a Laundry Activities Committee. The Committee shall consist of not more than four County employees each from the Internal Services Department and the Department of Health Services, selected by Local 660.

The Committee shall, where appropriate, join with their respective management to process laundry grievances with the laundry contracting company.

ARTICLE 49 WORK LOADS

Within 60 days from the effective date of this Memorandum of Understanding, the parties agree to commence meetings to confer on work loads of employees in this unit.

ARTICLE 50 TRAININGSection 1.

A Joint Labor-Management Committee on Education and Training shall be established within ninety (90) days of the effective date of this agreement. This Committee shall consist of three representatives of Management and three representatives of Local 660.

This Committee shall meet regularly on request of either party, but not less than quarterly, on County time to discuss training policies and career development programs concerning employees in this Unit.

Section 2.

The parties agree to recommend to the Los Angeles County Labor-Management Committee on Productivity Enhancement that an item for their agenda be a career advancement/placement/retraining program for employees in this unit.

Section 3. Scheduling

Management will make every reasonable effort to avoid changing employee work schedules when an employee is enrolled in an educational program approved by Management. Prior written verification must be provided by the employee at the beginning of each period of enrollment

Section 4.

The parties agree that the committee will be responsible for identifying areas in which training is required, i.e. handling of bio-hazardous materials, and responsibilities related to

terrorism awareness. The committee shall also be responsible for recommending the best methodology for addressing training needs to management. It is understood and agreed that the Labor Management Committee on Education and Training will be advisory in nature.

ARTICLE 51 HOSPITAL VISITING HOURS

It is the intent of both Management and Local 660 continue discussions at both LAC/USC Medical Center and Martin Luther King Jr./Drew Medical Center regarding the implementation of established hospital visiting hours.

ARTICLE 52 WEARING OF UNION BUTTONS

Management shall permit employees to wear official Union buttons or pins of a reasonable size consistent with safety and hygiene. Certain work areas may be designed where such buttons or pins may not be worn for reasons of hygiene or safety.

ARTICLE 53 AFFIRMATIVE ACTION

The Department of Internal Services agrees to convene a departmental Affirmative Action Committee composed of an equal number of Management representatives and employee representatives (selected from various interested employee organizations representing employees in the department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the department.

ARTICLE 54OVERTIMESection 1.Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Acts, 29 U.S.C. §201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1 ½) time his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

Upon the effective date of this Memorandum of Understanding, and at the discretion of Management, an employee may accrue compensatory time off, in lieu of pay, at a rate of one and one-half (1 ½) hours for each hour of overtime to a maximum of 54 hours worked. The employee may request this option when the employee works overtime. Management shall not decide to order or authorize overtime based on the employee's preference of pay or compensatory time off. Notwithstanding the

provisions of this Section 1, employees of the Department of Internal Services shall not accrue compensatory time off in lieu of pay.

Section 2. Usage Earned Compensatory Time-Non Exempt Employees

- A. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to one year, not to exceed 81 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Employees shall not be directed by Management to take non-FLSA compensatory time off without at least ten (10) business days prior notice. An employee shall be permitted to use such time off within a reasonable period after submitting a written request for time off, providing such time off does not unduly disrupt departmental operations

Section 3. Exempt Employees

If during the term of this Agreement, any bargaining unit employee is determined to be exempt, as defined by the Fair Labor Standards Act, the parties shall meet and consult regarding overtime coverage and the overtime rate to be applied to said employees.

Section 4. Distribution of Overtime

Management shall assign overtime work as equitable as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, Management may consider special skills required to perform particular work. Permanent full-time employees shall have first choice of overtime work providing a specialized skill or ability is not required.

Section 5. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 6.

Notwithstanding any other provisions of this Memorandum of Understanding:

A. Between October 1, 1993 and June 30, 1994 only, all overtime shall be compensated with compensatory time off (CTO) as provided for in subparagraphs (1) (4), below.

1. To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half

OT, subject only to the maximum accumulation of 240 hours or 480 hours for employees working in a public safety activity, an emergency response activity or a seasonal activity as defined by Fair Labor Standards Act regulations.

2. To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time OT.
 3. Such to either (a) may be taken off at the request of an employee subject to Management approval or (b) shall be maintained "on the book."
 4. Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.
- B. All overtime worked on or after July 1, 1994 shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after October 1, 2000, at the employee's option, time "on the books" may continue to be taken as time off, subject to Management approval, or may be converted to pay. An employee electing payment for any portion of his or her OT accrual balance may subject a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

D. Time accrued between October 1, 1993 and June 30, 1994, shall be taken off only at the request of the employee. For any OT accrued during other periods, nothing in this Section shall be construed to limit Management's authority to direct any employee to take accumulated OT as provided elsewhere in this MOU.

E. From July 1, 1994 through June 30, 1995, the Board of Supervisors may pay for OT accrued between October 1, 1993 and June 30, 1994 at the rate of pay then in effect for the employee.

ARTICLE 55 SPECIAL PAY PRACTICESSection 1. Evening and Night Shift Differential

During the period of this Memorandum of Understanding any employee in the Unit who is assigned to a regularly scheduled evening or night shift as defined in the County Code shall receive a per hour bonus of 65 cents for each hour worked during said shifts.

Section 2. Waxer Bonus

During the period of this Memorandum of Understanding any employee on a permanent full-time position of Custodian (Item No. 6774) who is assigned to perform only floor waxing duties on a full-time, monthly basis, shall receive, in addition to his/her regular salary, a bonus of \$120 per month for each full month or major fraction thereof on such assignment.

Section 3. Fire Watch Bonus

Effective February 1, 1998, upon authorization of the Chief Administrative Officer, any person in a Custodian classification (Item #6774) who is regularly assigned on a 40-hour-week basis to act as a watchman in addition to his/her duties to County buildings, shall be entitled to receive compensation at a rate two schedules higher than set forth for his/her position in Article 56, Salaries, Section 1.

Such additional compensation shall not affect the anniversary date, nor shall it affect the step advancement of any such person in that position. The additional compensation provided in this article shall not constitute a base rate.

In the event that it is necessary for a Custodian to act as a watchman in addition to his/her regular duties on other than a 40-hour-week basis, he/she shall be entitled to receive additional compensation at the rate of \$0.10 per hour for each hour of assigned service.

Section 4. Bonus Allowance*

On November 1st of each year of this contract, Management agrees to pay all permanent employees in the following items: Custodian (Item #6774), Elevator Operator (Item #6552), Floor Care Specialist (Item #6769), Housekeeper (Item #6711), and Inmate Crew Leader (Item #6777) \$300.00. *This is not a base rate bonus.

ARTICLE 56 SALARIES

Section 1. Recommend Salary Adjustment

The parties, SEIU, Local 660(Bargaining Policy Committee) and the County jointly agree, subject to the Board's Declaration of a Financial Crisis as defined in Section 1(A), to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement ten (10) salary levels effective 1/1/05, and ten (10) salary levels effective 1/1/06 applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
6774	CUSTODIAN	CURRENT		50K	1664.64	2073.64
		01/01/2005		51J	1706.45	2126.18
		01/01/2006		52H	1749.55	2180.18
9306	CUSTODIAN,NC	CURRENT		FH		10.10
		01/01/2005		FH		10.35
		01/01/2006		FH		10.61
6552	ELEVATOR OPERATOR	CURRENT		50K	1664.64	2073.64
		01/01/2005		51J	1706.45	2126.18
		01/01/2006		52H	1749.55	2180.18
6769	FLOOR CARE SPECIALIST	CURRENT		54H	1848.45	2303.73
		01/01/2005		55G	1895.36	2361.91
		01/01/2006		56F	1943.55	2421.00
6711	HOUSEKEEPER	CURRENT		50K	1664.64	2073.64
		01/01/2005		51J	1706.45	2126.18
		01/01/2006		52H	1749.55	2180.18
6777	INMATE CREW LEADER	CURRENT		54H	1848.45	2303.73
		01/01/2005		55G	1895.36	2361.91
		01/01/2006		56F	1943.55	2421.00

A. FINANCIAL CRISIS

It is understood by the parties to this MOU that Los Angeles County receives revenue from sources that are unpredictable and over which the County has no control. It is further understood that any significant reduction in these revenues could create a financial emergency for Los Angeles County.

For the sole purpose of modifying Article 56, Section 1 of this MOU, no later than October 1 of each year, the Board of Supervisors may declare a financial emergency. Such a declaration will be made only in the event of a significant reduction in anticipated on-going local revenues, significant State or Federal reduction in revenues, and/or a shift in costs resulting in major increased expenditures having a County-wide implication.

If a declaration of financial emergency is made, then any prospective scheduled salary increases for the fiscal year found in Article 56, Section 1 are cancelled and the parties shall re-open negotiations on all economic issues.

No financial emergency will be declared without meeting and consulting with the Union. The declaration of a financial emergency shall not be subject to the grievance or arbitration procedure found in any MOU between the parties.

The provisions of Section 1(A) shall terminate on September 30, 2006.

B. OPTIONS/SALARY – COORDINATED BARGAINING

At SEIU Local 660's sole option, the Union may re-open the 2003-2006 Fringe Benefit MOU (Article 8, Options) and the Individual Unit Contracts (Salary Article) for the purpose of negotiating a shift of general movement salary dollars to increase the County's Options (Health Insurance) contribution in 2005 and/or 2006.

Section 2. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better performance evaluation has been filed by the employee's department. The performance evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A above or if an employee receives an improvement needed performance evaluation, the employee's step advance will not be granted on the date due.

Where no performance evaluation is issued in accordance with Paragraph A above, the employee may request his department head in writing to issue a performance evaluation. The department head shall issue a performance evaluation within five (5) days of the employee request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

C. Grievances arising out of this Section shall be processed as follows:

1. Where no performance evaluation has been issued in accordance with Paragraph B above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such performance evaluation within ten (10) days after the grievance is filed with the Director of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step advance anniversary date.
2. Where the department head issues a performance evaluation upon request of the Director of Human Resources and said performance evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.
3. Grievance based on an improvement needed performance evaluation shall be filed within (10) days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten (10) days.

Appeals from a department head decision shall be processed in accordance with Civil Service Commission Rules.

- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations with adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may

submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

It is the intent of the parties that this Appendix is provided for Informational purposes only and shall not be subject to Arbitration.

APPENDIX

Your Rights Under The Family and Medical Leave Act of 1993

FMLA requires covered employees to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they

have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

- Upon return from FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Reasons For Taking Leave:

Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or the employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

- The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
- The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness-for-duty report to return to work.

Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any group health plan.

Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA.
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violation.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family and medical leave rights.

For Additional Information:

Contact the nearest office of the Wage and Hour Division listed in most telephone directories under U.S. Government, Department of Labor.

WH Publication
June, 1993

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, DC 20210

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY EMPLOYEES
ASSOCIATION, LOCAL 660, SEIU, AFL-CIO

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By _____
General Manager
LACEA, Local 660, SEIU, AFL-CIO

By _____
David E. Janssen
Chief Administrative Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

SIGNATURE PAGE (Continued)

LOS ANGELES COUNTY EMPLOYEES
ASSOCIATION, LOCAL 660, SEIU, AFL-CIO

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By_____

By_____

By_____

By_____

By_____

By_____

By_____

By_____

By_____

By_____

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS